

IN RE:

SEAN E. McGRATH

:

Bankruptcy Case No. 21-10048 TPA

:

Chapter 13

:

Debtor

PLAN CONFIRMATION ORDER

**A** It is hereby **ORDERED** that with the consent of the Debtor(s), the Chapter 13 Plan dated January 29, 2021, except as modified herein as checked below, is **CONFIRMED** in accord with 11 USC 1325. On the effective date of this Order, the Chapter 13 Trustee shall pay administrative, secured and priority creditors identified in the Plan. General unsecured creditors will not receive distributions at least until the government bar date has passed and the Chapter 13 Trustee has submitted a *Notice of Intention to Pay Claims* to the Court. Confirmation of this Plan pursuant to this Order is without prejudice to reconsideration following a status conference held by the Chapter 13 Trustee to gauge the progress of Plan implementation which **Status Conference** is scheduled for *N/A remotely by the Trustee via Zoom, how to participate: goto [www.ch13pitt.com](http://www.ch13pitt.com), [meetings@chapter13trusteedpa.com](mailto:meetings@chapter13trusteedpa.com)*, (which may, upon agreement of the Parties, be continued from time to time *provided however* that following the 3rd continuance, the matter shall be set for hearing before the Court), following which time the Plan may be modified to the satisfaction of all Parties after notice and hearing before the Court, or the status conference may be marked closed by the Chapter 13 Trustee.

- X

1.

For the remainder of the Plan term, the periodic Plan payment is to be \$1595.00 as of 4/21. Debtor(s)' counsel shall file a motion to amend the income attachment order within seven (7) days of the date of this Order.
- ☐

2.

The length of the Plan is increased to a total of \_\_\_ months. This statement of duration of the Plan is an approximation. The Plan shall not be completed until the goals of the Plan have been achieved. The total length of the Plan shall not exceed sixty (60) months.
- ☐

3.

\_\_\_\_\_ shall be paid monthly payments of \$\_\_\_\_\_ beginning with the Trustee's \_\_\_\_\_ distribution and continuing for the duration of the plan term, to be applied by that creditor to its administrative claim, budget payments and/or security deposit. These payments shall be at the third distribution level.
- ☐

4.

The claims of the following creditors shall govern as to amount, classification and rate of interest (or as otherwise noted), unless the Debtor(s) successfully objects to the claim:

Claimant:\_\_\_\_\_ Claim #:\_\_\_\_\_

Claimant:\_\_\_\_\_ Claim #:\_\_\_\_\_

Claimant:\_\_\_\_\_ Claim #:\_\_\_\_\_
- ☐

5.

Additional Terms: (a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_
- ☐

6.

The Confirmation Order dated \_\_\_\_\_, Doc. \_\_\_\_ is **VACATED**.

**B IT IS FURTHER ORDERED THAT THE FOLLOWING DEADLINES ARE ESTABLISHED:**

**1. Objections to the Plan:** This Order is effective as of the date indicated below. Pursuant to *Fed.R.Bankr.P. 2002(b)(3)*, any party in interest with an objection to any provision of this Confirmation Order must file a written objection within the twenty-eight (28) day period following entry of this Order. Failure to timely object shall be deemed a waiver of all objections and an acceptance of the provisions of this Confirmed Plan. The Trustee may only disburse funds pursuant to this Confirmation Order upon expiration of the foregoing twenty-eight (28) day period.

2. **Applications to retain brokers, sales agents, or other professionals.** If the Plan contemplates sales of assets or litigation proceeds as a source of funding, Debtor shall file motion(s) to employ the necessary professionals within thirty (30) days hereof.

3. **Review of Claims Docket and Objections to Claims.** Pursuant to *LBR 3021-1(c)(2)*, the Debtor or Debtor's attorney, if represented, shall review all proofs of claim filed and shall file objections to any disputed claims within ninety (90) days after the claims bar date or, for late filed or amended claims, within ninety (90) days after they are filed and served. Absent an objection, the proof of claim will govern as to the classification and amount of the claim. Objections filed after the ninety (90) days specified herein shall be deemed untimely..

4. **Motions or Complaints Pursuant to §§506, 507, or 522.** All actions to determine the priority, avoidability, or extent of liens, all actions pursuant to *11 U.S.C. §§506, 507 and 522* shall be filed within ninety (90) days after the claims bar date.

5. **Filing Amended Plans.** Within fourteen (14) days after the Bankruptcy Court resolves the priority, avoidability, or extent of a lien, or any objection to claim, the Debtor(s) shall file an amended Plan to provide for the allowed amount of the claim if the allowed amount differs from the amount stated in the Plan. Debtor(s) shall also file an amended Plan within thirty (30) days after the claims bar date(s) in the event that no objection is filed and the claim(s) as filed causes the Plan to be underfunded.

**C IT IS FURTHER ORDERED THAT:**

1. Plan terms are subject to the resolution of: timely but yet to be filed claims including government claims; all actions to determine the avoidability, priority or extent of liens, including determination of the allowed amount of secured claims under *11 U.S.C. §506*, disputes over the amount and allowance of claims entitled to priority under *11 U.S.C. §507*, and all objections to claims.

2. Following payment of allowed secured and priority claims, the allowed claims of general unsecured creditors shall be paid from available funds on a pro rata basis, which may represent an increase or decrease in the amount projected in the Plan.

3. After the claims objection deadline, the Plan shall be deemed amended to conform to the claims filed or otherwise allowed. If the Plan expressly modified the terms of payment to any creditor pursuant to *11 U.S.C. §1322(b)(2)*, nothing in this Order shall be construed to change the payment terms established in the Plan.

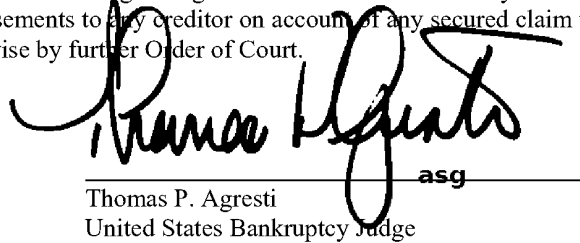
4. Any creditor who files or amends a proof of claim shall serve a copy on the Debtor(s) or counsel for the Debtor(s).

5. Any creditor whose payment changes due to variable interest rates, change in escrow, or change in monthly payments, shall notify the Trustee, Debtor(s)' Counsel and Debtor(s) at least twenty-one (21) days prior to the change taking effect.

6. Debtor's counsel must file a fee application in accordance with *W.P.A.LBR 2016-1* before attorney fees in excess of the "no look" provision (including retainer) will be allowed or paid.

7. The Trustee shall file a *Certificate of Default and Request for Dismissal* of the case in the event of a material Plan default. If the default involves failure to make a plan payment the case will result in dismissal without further hearing upon filing and service of an *Affidavit of Default* by the Trustee. The Trustee is not precluded from raising preconfirmation defaults in any subsequent motion to dismiss.

8. In the event that any order is entered in this case granting relief from the automatic stay to a secured creditor, then the Trustee shall make no further disbursements to any creditor on account of any secured claim that is secured by the subject property, unless directed otherwise by further Order of Court.



asg

Dated:  
April 1, 2021

Thomas P. Agresti  
United States Bankruptcy Judge

cc: All Parties in interest to be served by Clerk in seven (7) days

In re:  
Sean E. McGrath  
Debtor

Case No. 21-10048-TPA  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0315-1

User: dpas

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Date Rcvd: Apr 01, 2021

Form ID: pdf900

Total Noticed: 19

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 03, 2021:**

Recip ID	Recipient Name and Address
db	+ Sean E. McGrath, 3626 Harvard Road, Erie, PA 16508-2171
15334128	+ Fedloan, Attn: Bankruptcy, Po Box 69184, Harrisburg, PA 17106-9184
15342720	+ JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison, Texas 75001-9013
15358350	NewRez LLC DBA Shellpoint Mortgage Servicing, PO Box 10826, Greenville SC 29603-0826
15334130	+ Shellpoint Mortgage Servicing, Attn: Bankruptcy, Po Box 10826, Greenville, SC 29603-0826
15340762	U.S. Department of Education, c/o FedLoan Servicing, P.O. Box 69184, Harrisburg, PA 17106-9184

TOTAL: 6

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/Text: Bankruptcy.Notices@pnc.com	Apr 02 2021 06:51:00	PNC Bank, N.A., PO Box 94982, Cleveland, OH 44101
cr	+ Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Apr 02 2021 05:57:14	PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
15335532	Email/Text: ally@ebn.phinsolutions.com	Apr 02 2021 06:51:00	Ally Bank, PO Box 130424, Roseville, MN 55113-0004
15334124	+ Email/Text: ally@ebn.phinsolutions.com	Apr 02 2021 06:51:00	Ally Financial, Attn: Bankruptcy, Po Box 380901, Bloomington, MN 55438-0901
15334125	+ Email/PDF: AIS.cocard.ebn@americaninfosource.com	Apr 02 2021 05:43:52	Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
15350831	Email/PDF: AIS.cocard.ebn@americaninfosource.com	Apr 02 2021 05:43:52	Capital One Bank (USA), N.A., by American InfoSource as agent, PO Box 71083, Charlotte, NC 28272-1083
15334127	Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Apr 02 2021 06:51:00	Comenity Capital/IKEA, Attn: Bankruptcy, Po Box 18125, Columbus, OH 43218
15334126	Email/PDF: ais.chase.ebn@americaninfosource.com	Apr 02 2021 05:56:54	Chase Card Services, Attn: Bankruptcy, Po Box 15298, Wilmington, DE 19850
15354421	Email/Text: Bankruptcy.Notices@pnc.com	Apr 02 2021 06:51:00	PNC Bank, National Association, P.O. Box 94982, Cleveland, OH 44101
15334129	Email/Text: Bankruptcy.Notices@pnc.com	Apr 02 2021 06:51:00	PNC Mortgage, Attn: Bankruptcy, Po Box 8819, Dayton, OH 45401
15358347	Email/Text: bnc-quantum@quantum3group.com	Apr 02 2021 06:52:00	Quantum3 Group LLC as agent for, Comenity Capital Bank, PO Box 788, Kirkland, WA 98083-0788
15334926	+ Email/PDF: gecsed@recoverycorp.com	Apr 02 2021 05:56:41	Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
15334131	+ Email/PDF: gecsed@recoverycorp.com		

District/off: 0315-1

User: dpas

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Date Rcvd: Apr 01, 2021

Form ID: pdf900

Total Noticed: 19

Apr 02 2021 05:43:37

Synchrony Bank/Gap, Attn: Bankruptcy Dept, Po Box 965060, Orlando, FL 32896-5060

TOTAL: 13

**BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING
15334132	*+	Ally Financial, Attn: Bankruptcy, Po Box 380901, Bloomington, MN 55438-0901
15334133	*+	Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
15334135	*	Comenity Capital/IKEA, Attn: Bankruptcy, Po Box 18125, Columbus, OH 43218
15334136	*+	Fedloan, Attn: Bankruptcy, Po Box 69184, Harrisburg, PA 17106-9184
15334134	*P++	JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774, address filed with court:, Chase Card Services, Attn: Bankruptcy, Po Box 15298, Wilmington, DE 19850
15334137	*P++	PNC BANK RETAIL LENDING, P O BOX 94982, CLEVELAND OH 44101-4982, address filed with court:, PNC Mortgage, Attn: Bankruptcy, Po Box 8819, Dayton, OH 45401
15334138	*+	Shellpoint Mortgage Servicing, Attn: Bankruptcy, Po Box 10826, Greenville, SC 29603-0826
15334139	*+	Synchrony Bank/Gap, Attn: Bankruptcy Dept, Po Box 965060, Orlando, FL 32896-5060

TOTAL: 1 Undeliverable, 8 Duplicate, 0 Out of date forwarding address

**NOTICE CERTIFICATION**

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 03, 2021

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 1, 2021 at the address(es) listed below:

Name	Email Address
Brian Nicholas	on behalf of Creditor NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING bnicholas@kmlawgroup.com
Office of the United States Trustee	ustpregion03.pi.ecf@usdoj.gov
Rebeka Seelinger	on behalf of Debtor Sean E. McGrath rebeka@seelingerlaw.com
Ronda J. Winnecour	cmecf@chapter13trusteedpa.com
Stephen Russell Franks	on behalf of Creditor PNC Bank N.A. amps@manleydeas.com

TOTAL: 5